



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

BILLS AND NOTES — FORGED CHECKS — NEGLIGENCE OF DEPOSITOR. A depositor had a special employee whose duty it was to check up his bank statements but by whose neglect of duty another employee was enabled to make a series of forgeries before being detected. The forgeries would have been obvious on a simple checking of the account. *Held*, the bank is not liable for the payment of forged checks which could have been prevented by the depositor's use of due care. *California Vegetable Union v. Crocker National Bank*, 174 Pac. 920 (Cal.).

A payment by a bank of a forged check can not in general be charged to a depositor's account. *Morgan v. U. S. Mortgage & Trust Co.*, 208 N. Y. 218, 101 N. E. 871; *Shipman v. The Bank of the State of N. Y.* 126 N. Y. 318, 15 N. Y. S. 475. In England it is held that when a pass book is taken out of the bank by the customer or some clerk of his and returned without objection there is no settled account between the bank and customer by which both are bound. *The Kemitigalla Rubber Estates, Limited v. National Bank of India, Limited*, (1909), 2 K. B. 1010, 1027. But in the United States the great weight of authority requires some examination of the bank's statement. *Leather Manufacturer's Bank v. Morgan, supra*; *First National Bank v. Allen*, 100 Ala. 476, 14 So. 335; *Jordan Marsh Co. v. National Shawmut Bank*, 201 Mass. 397, 87 N. E. 740. Some courts hold that a depositor may by his course of conduct, negligence or laches create an estoppel which prevents recovery. *Denbigh v. First National Bank*, 174 Pac. 475 (Wash.). Others reach the same result on grounds of contractual obligation. *Morgan v. U. S. Mortgage & Trust Co., supra*. It is generally conceded, however, that the duty of the depositor does not extend the discovery of forged signatures. *Critten v. Chemical National Bank*, 171 N. Y. 219, 228, 63 N. E. 969; *Prudential Insurance Co. v. National Bank of Commerce*, 177 N. Y. App. 438, 164 N. Y. S. 269. It is, however, agreed that where a forgery is discovered by the depositor it becomes his duty to report it immediately. *Pratt v. Union National Bank*, 79 N. J. L. 117, 75 Atl. 313; *McNeely Co. v. Bank of North America, supra*; *Findley v. Corn Exch. National Bank*, 166 Atl. 57. Even where the clerk of the depositor has done the forging and cleverly concealed the same the depositor has been held liable for injury caused the bank. *Meyers v. Southwestern Bank*, 193 Pa. 1, 44 Atl. 280; 13 HARV. L. REV. 304. *A fortiori*, the American cases would hold the depositor liable for injury to the bank caused by lack of due care in checking the account. The effect of decisions like the principal one is to recognize the business sense of an implied contractual obligation on the part of the depositor.

CARRIERS — INJURIES TO PASSENGERS — EVIDENCE OF NEGLIGENCE. — The defendant's ship was anchored in Havana harbor, and the passengers were to go ashore in lifeboats on an excursion. A seaman offered his arm to the libellant to assist her in entering the boat. While she was relying on his aid, he took away his arm, and the libellant fell and was injured. *Held*, there was no evidence of negligence to go to the jury. *Goode v. Oceanic Steam Navigation Co.*, 251 Fed. 556, C. C. A., 2d Co.

As a general rule, a carrier owes no duty to give personal assistance to a passenger in entering or leaving the conveyance. *Hurt v. St. Louis, Iron Mountain & So. R.*, 94 Mo. 255, 7 S. W. 1. If there are unusual dangers or obstacles, however, the carrier must render assistance. *Alexandria Ry. v. Herndon*, 87 Va. 193. *Cf. New York, Chicago, & St. Louis Ry. Co. v. Doane*, 115 Ind. 435, 17 N. E. 913. The same is true if the carrier has accepted as a passenger one obviously infirm. *Southern Ry. Co. v. Mitchell*, 98 Tenn. 77, 40 S. W. 72. And while a carrier is not ordinarily liable for the failure of its servant to perform what under ordinary circumstances would be an act of courtesy on his part, it is liable if on account of exceptional circumstances it would also become a duty instead of a mere courtesy. *Weightman v. Louisville, New*